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Bingham McCutchen LLP
ROBERT A. LEWIS (SBN 83630)
GEOFFREY T. HOLTZ (SBN 191370)
Three Embarcadero Center
San Francisco, CA 94111-4067
Telephone: 415.393.2000
Facsimile: 415.393.2286

Attorneys for Defendant
K&K INSURANCE GROUP, INC., d/b/a SPECIALTY
BENEFITS ADMINISTRATOR, INC.

KAREN L. UNO State Bar #117410
DAVID P. BOROVSKY State Bar #216588
LONG & LEVIT LLP
465 California Street, Suite 500
San Francisco, CA 94104
TEL: (415) 397-2222 FAX: (415) 397-6392

Attorneys for Defendants
NATIONWIDE MUTUAL INSURANCE COMPANY
and NATIONWIDE LIFE INSURANCE COMPANY

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN FRANCISCO DIVISION

CRB

SEAN MICHAEL CARTER,

Plaintiff,

v.

K&K INSURANCE GROUP, INC., d/b/a
SPECIALTY BENEFITS ADMINISTRATOR,
INC.; NATIONWIDE LIFE INSURANCE
COMPANY; NATIONWIDE MUTUAL
INSURANCE COMPANY; AON
CORPORATION and DOES 1 to 100,

Defendant.

CV 07
Case No. ~~07-01357~~

5588

**NOTICE OF REMOVAL OF CIVIL
ACTION UNDER 28 U.S.C. §1441(B)
(DIVERSITY)**

DEMAND FOR JURY TRIAL

Filing Date: June 26, 2007
Trial Date: None set

TO THE CLERK OF THE ABOVE-ENTITLED COURT:

PLEASE TAKE NOTICE that defendants K&K INSURANCE GROUP, INC.,

d/b/a SPECIALTY BENEFITS ADMINISTRATOR, INC., NATIONWIDE LIFE INSURANCE

COMPANY, NATIONWIDE MUTUAL INSURANCE COMPANY, and AON

A/72296863.1/3003872-0000317272

NOTICE OF REMOVAL OF CIVIL ACTION

CORPORATION hereby jointly remove to this Court the state court action described below.

1. On June 25, 2007 an action was commenced in the Superior Court of California in and for the County of Contra Costa, entitled Sean Michael Carter v. K&K Insurance Group, Inc. d/b/a Specialty Benefits Administrator, Inc.; Nationwide Life Insurance Company; Nationwide Mutual Insurance Company; Aon Corporation and Does 1 to 100, as Case Number C0701357. A true and correct copy of the Complaint is attached hereto as **Exhibit A**.

2. The first date upon which defendant K&K Insurance Group, Inc. (K&K) received a copy of the said complaint was when defendant K&K was served with a copy of the said complaint and a summons from the said state court on October 3, 2007. A true copy of the summons and all papers received by K&K at the time of service of process (except the Complaint which is attached as Exhibit A) are attached hereto as **Exhibit B**.

3. The first date upon which defendant Nationwide Life Insurance Company (Nationwide Life) received a copy of the said complaint was when defendant Nationwide Life was served with a copy of the said complaint and a summons from the said state court on October 9, 2007. A true copy of the summons and all papers received by Nationwide Life at the time of service of process (except the Complaint which is attached as Exhibit A) are attached hereto as **Exhibit C**.

4. The first date upon which defendant Nationwide Mutual Insurance Company (Nationwide Mutual) received a copy of the said complaint was when defendant Nationwide Mutual was served with a copy of the said complaint and a summons from the said state court on October 9, 2007. A true copy of the summons and all papers received by Nationwide Mutual at the time of service of process (except the Complaint which is attached as Exhibit A) are attached hereto as **Exhibit D**. In addition, on November 1, 2007, Nationwide Mutual filed an answer to the complaint in the state court. A true copy of that answer is attached hereto as **Exhibit E**.

5. Defendant Aon Corporation has not been properly served in this action.

6. *Jurisdiction* - This action is a civil action of which this Court has original jurisdiction under 28 U.S.C. §1332, and is one which may be removed to this Court by

defendants pursuant to the provisions of 28 U.S.C. §1441(b) in that it is a civil action between citizens of different states and the matter in controversy exceeds the sum of \$75,000, exclusive of interest and costs. The complaint seeks, among other relief, the following relief from the Court:

- a. Special damages
- b. General damages
- c. Punitive and exemplary damages
- d. Attorneys' fees, costs and expense of litigation as allowed by law
- e. Prejudgment interest
- f. Such further and additional relief as the Court deems just and proper.

It is facially apparent from the Complaint that the claim exceeds \$75,000. Plaintiff has a lengthy list of compensatory and punitive damages (severe mental and emotional distress including grief, shame, humiliation, anger) (Compl. ¶ 67) combined with a claim for attorneys' fees. Compl. 14:12. Plaintiff is a quadriplegic who seeks recovery under the insurance policies, one of which has a limit of \$1 million, and the other a limit of \$150,000.

7. Defendants are informed and believe that plaintiff was, and still is, a citizen of the State of California, as he alleges in the complaint. Defendant K&K Insurance Group, Inc. d/b/a Specialty Benefits Administrator, Inc. was, at the time of the filing of this action, and still is, an Indiana corporation, whose principal place of business is in Fort Wayne, Indiana. Defendants Nationwide Life Insurance Company and Nationwide Mutual Insurance Company were, at the time of the filing of this action, and still are, Ohio Corporations whose principal place of business is in the state of Ohio. Aon Corp., who has been named as a defendant but has not been properly served, was, at the time of the filing of this action, and still is, a Delaware corporation whose principal place of business is Chicago, Illinois.

8. *Intra-district Assignment* – Removal to the San Francisco Division of the Court is appropriate because the state court action is pending in Contra Costa County, California,

1 which lies within this district and division. Defendants are informed and believe that this action
2 “arose” within the meaning of Local Rule 3.2(c) in the County of Contra Costa, making the San
3 Francisco Division a proper division for assignment of this case.

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5 DATED: November 2, 2007

LONG & LEVIT LLP

6 By: David P. Borovsky BT GTH
7 DAVID P. BOROVSKI
8 Attorneys for Defendants
9 NATIONWIDE LIFE INSURANCE
COMPANY and NATIONWIDE MUTUAL
INSURANCE COMPANY

10 DATED: November 2, 2007

11 Bingham McCutchen LLP

12 By: Geoffrey T. Holtz
13 GEOFFREY T. HOLTZ
14 Attorneys for Defendants
15 K&K INSURANCE GROUP, INC., d/b/a
16 SPECIALTY BENEFITS ADMINISTRATOR,
17 INC. and AON CORPORATION
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DEMAND FOR JURY TRIAL

Defendants, and each of them, hereby demand a jury trial.

DATED: November 2, 2007

LONG & LEVIT LLP

By: David P. Borovsky BY GTH
DAVID P. BOROVSKY
Attorneys for Defendants
NATIONWIDE LIFE INSURANCE
COMPANY and NATIONWIDE MUTUAL
INSURANCE COMPANY

DATED: November 2, 2007

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By: Geoffrey T. Holtz
Geoffrey T. Holtz
Attorneys for Defendants
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